

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (hereinafter referred to as “Agreement”) is entered into by and between Next Step Group, Inc., a MS corporation (hereinafter referred to as “Contractor”) having an office at 703 Hwy 80 W, Clinton, MS 39056, and the Madison County, having its principal place of business at 146 W. Center Street, Canton, MS 39046 (hereinafter referred to as “Customer Agency”). Contractor and the Customer Agency are collectively referred to herein as “the Parties”.

WHEREAS, confidential information (hereinafter referred to as “Information” and “Confidential Information”) may be used for evaluating transactions between the Parties; and

WHEREAS, the Parties desire to protect any such confidential information, and each of us agrees that the following terms apply when one of us (Discloser) discloses Information to the other (Recipient);

NOW THEREFORE, in consideration of the mutual understandings, promises and agreements set forth, the parties hereto agree as follows:

ARTICLE 1 DISCLOSURE OF INFORMATION

Information will be disclosed either:

- 1) in writing;
- 2) by delivery of items;
- 3) by initiation of access to Information, such as may be in a data base; or
- 4) by oral or visual presentation.

Information should be marked with a restrictive legend of the Discloser. Excluding Information obtained via electronic access, if Information is not marked with such legend or is disclosed orally, the Information will be identified as confidential at the time of disclosure.

ARTICLE 2 USES AND OWNERSHIP OF CONFIDENTIAL INFORMATION

Confidential Information will be used for evaluating transactions between the Parties and/or their employees. Until the Parties have completed all such transactions pursuant to definitive agreements, or unless one of the Parties obtains prior written authorization from the other, such Confidential Information will be kept strictly confidential by the Parties and their respective employees. Duplication, distribution or disclosure of any Confidential Information to any persons other than the Parties’ employees who (a) are actively and directly participating in the evaluation of the transaction or (b) those who otherwise need to know such information for the purpose of evaluating each transaction, and who agree to keep such information confidential and be bound by this Agreement as if they were signatories is strictly prohibited. Before disclosure to any of the above mentioned employees, the Recipient will have a written agreement with the party sufficient to require that party to treat Information in accordance with this Agreement. Both Parties agree to the determination of the other regarding the classification of Confidential Information and to take appropriate steps to safeguard it from disclosure. Each of the Parties is

liable for any breach by it or its employees. Modification, alteration, breakdown, disassembly or reverse engineering of any Confidential Information is prohibited without prior written consent. Confidential Information is the property of the original disseminator. Derivatives and improvements are property of the disseminator of the Confidential Information from which the derivative improvement arises.

ARTICLE 3 CONFIDENTIALITY PERIOD

The Parties understand and agree that their obligations under this Confidentiality Agreement shall continue in effect in perpetuity or until such time as the Information becomes general public knowledge through no fault of their own.

ARTICLE 4 EXCEPTIONS TO CONFIDENTIAL INFORMATION

Confidential Information does not include information that is: (a) already in the Recipient's possession without obligation of confidentiality; (b) developed independently, or (c) publicly available when received, or subsequently becomes publicly available through no fault of the Recipient.

ARTICLE 5 REQUEST FOR DISCLOSURE OF INFORMATION

If either of the Parties is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand, other process, or an order issued by a court or by a local, state or federal regulatory or administrative body) to disclose Confidential Information, each agrees to immediately notify the other of the existence, terms and circumstances surrounding such request or order; consult with the other on the advisability of the owner of the Confidential Information taking steps to resist or narrow such request or order, and refrain from opposing any action by the owner of the Confidential Information to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

ARTICLE 6 RETURN/DESTRUCTION OF CONFIDENTIAL INFORMATION

If either party determines that it does not wish to proceed with any transaction, that party will promptly advise the other. If all transactions contemplated by the Parties are not consummated, or at any time and upon request, the Parties will promptly deliver to each other all of the Confidential Information in any form whatsoever and destroy all copies, reproductions, summaries, analyses or extracts thereof based thereon in the Parties' possession or in the possession of any of their employees. Upon the request, such destruction will be certified in writing under penalty of perjury by an authorized employee who supervised the destruction thereof. Notwithstanding the return or destruction of the Confidential Information, the Parties and their employees shall continue to be bound by the obligations hereunder. The Parties agree to limit and control the copies, extracts or reproductions made of the Confidential Information and to keep a record of the Confidential Information furnished to them and the location of such Confidential Information. The Parties will also maintain a list to whom Confidential Information has been disclosed and shall deliver to the other, upon written request, a copy of such list, specifying the Confidential Information disclosed or provided and the date on which such Confidential Information was first disclosed.

ARTICLE 7 GOVERNING LAW

This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi.

For the faithful performance of the terms of this Agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

Madison County

Next Step Group, Inc.

By: _____
Authorized Signature

By:  _____
Authorized Signature

Printed Name: _____

Printed Name: Trent Townsend

Title: _____

Title: CEO

Date: _____

Date: 06/26/2019